

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

JONATHAN SINGLETON on behalf of
himself and others similarly situated,

Plaintiff,

v.

HAL TAYLOR, in his official capacity as
Secretary of the Alabama Law
Enforcement Agency, and DERRICK
CUNNINGHAM, in his official capacity
as Sheriff for Montgomery County,

Defendants.

Case No. 2:20-cv-99-WKW
CLASS ACTION

**JOINT MOTION FOR FINAL APPROVAL OF PROPOSED CLASS ACTION
SETTLEMENT BETWEEN PLAINTIFF AND DEFENDANT DERRICK
CUNNINGHAM ONLY**

COME NOW Plaintiff and Class Representative Jonathan Singleton (“Plaintiff”), on behalf of himself and others similarly situated, and Defendant Derrick Cunningham, in his official capacity as Sheriff for Montgomery County (“Defendant”) (jointly “Parties”) and respectfully move this Court pursuant to Federal Rules of Civil Procedure 23 and 41 to:

1. Grant final approval of the negotiated proposed Class Action Settlement Agreement (“Agreement”) between Plaintiff and Defendant Derrick Cunningham **ONLY** under Fed. R. Civ. P. 23(e);
2. Enter a final order approving the Parties’ Agreement;
3. Retain jurisdiction to enforce the Agreement for three (3) years after dismissal. In the Agreement, the Parties agreed that they would stipulate to dismissal of the case pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) upon approval of the settlement and contingent upon this Court’s retention of jurisdiction to enforce the terms of the

Agreement for a period of three (3) years. *See Anago Franchising, Inc. v. Shaz, LLC*, 677 F.3d 1272, 1280–81 (11th Cir. 2012) (explaining court must expressly retain jurisdiction to enforce settlement agreement and will lack jurisdiction to do so if it fails to issue order retaining jurisdiction) (citation omitted); and

4. Order the Parties to submit a stipulation of dismissal within 10 days pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) so that the claims against Defendant Derrick Cunningham **ONLY** may be fully dismissed.

The Parties respectfully submit a Memorandum of Law in support of this Motion. Additionally, for the Court's convenience, the Parties have provided a proposed order granting this Motion; approving the Stipulated Settlement Agreement; retaining jurisdiction to enforce the Agreement for three (3) years; and ordering the Parties to submit a stipulation of dismissal within 10 days pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).

Respectfully submitted this 7th day September, 2022 by:

/s/ Micah West

On Behalf of Plaintiff's and Class Counsel

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